Agenda Item: 3F4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

			-
Meeting Date: August 20, 2024	[X] []	Consent Workshop	[] Regular [] Public Hearing
Submitted By: Department of Airports			
I. EXEC	UTIVE I	BRIEF	
Motion and Title: Staff recommends motio Rio-Bak Corporation (Rio-Bak) in the amount calendar days for Miscellaneous Drainage Re Beach International Airport (PBI).	of \$899	,315 with a p	roject duration of 192
Summary: This Contract will provide for the refacilities at various locations within the proper utilizing the County's competitive bid process received for the Project. Rio-Bak was identification in the amount of \$899,315. Rio-Bak is was presented to the Goal Setting Committee Committee established an Affirmative Procuenterprise (SBE) Subcontracting (Minimum African/Hispanic Americans - AA/HA). The profession of which 16.94% is HA. County Background and Justification: The Project existing drainage facilities at various locations include replacement of existing drainage structure and minimize the effects of future erosion. But this Project.	ty limits s. On A fied as located (Commont Mandat oposed wide (A ct cons s within ctures a I extend	of PBI. The FApril 25, 2024 the lowest re in Palm Beachittee) on Januaritee) on Januaritee) of 15%, SBE participals of repair the property I and stabilization the life of the	Project was advertised 4, three (3) bids were sponsible, responsive ch County. The Project uary 17, 2024, and the Pl) of Small Business of which 10% is for ation for this Project is and replacement of imits of PBI. Repairs on of the banks along e drainage structures
Attachments: 1. Three (3) original contracts w/Rio-Bak Co 2. Bid Tabulation/Engineers and OEBO Cor	-		
Recommended By:	Bu	be	7/26/24
Departmen	_		Date 8/12/21/
Approved By: Assistant County Ad	ministr	ator	Date
	1	ì	•

II. FISCAL IMPACT ANALYSIS

A. Five real Summary of Fis	cai impact:				
Fiscal Years	2024	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures Operating Costs External Revenues (Grants) Program Income (County) In-Kind Match (County)	\$899,315				
NET FISCAL IMPACT	<u>\$899,315 </u>		MANAGAST ZOCANOWY BASON MINISTER ZOCANOMA PAR		
# ADDITIONAL FTE POSITIONS (Cumulative)					***************************************
Does this item include the us	e of federal fun	ds?	Yes	No X	- -
				bject <u>6505</u>	
B. Recommended Sources o	f Funds/Summa	ary of Fisc	al Impact:		
of \$899,315. Funding sou	rces are Airport	Local funds	s in the amount		the amount
C. Departmental Fiscal Revie	w: with	W JITINITA			
	III. REVIE	EW COMMI	<u>ENTS</u>		
A. OFMB Fiscal and/or Contr	act Developme	nt and Coi	ntrol Commen	ts:	
Tracket Harlace While OFMB GA 7/6") 4	Cont	Maa M tract Dev/and	M/3/ Control	2/24
Solution Solution					
Assistant County Attorney	8/7/24				
C. Other Department Review	7:			÷	
Department Director					

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Attachment No. 1

Original Contract (3)

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on,	, between Palm			
Beach County, a political subdivision of the State of Florida, by and through its Bo	oard of County			
Commissioners, hereinafter referred to as the "County" or "Owner", and Rio-Bak Corporat	tion, hereinafter			
referred to as the "Contractor".				

WITNESSETH:

That the Contractor having been awarded this Contract for the following (the "Work"):

Miscellaneous Drainage Repairs – Package 2 PB 24-14

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this Contract, as may be amended, and the Contract Documents, which consist of the following documents and are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 6 dated March 2024;
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated _______
- General Conditions dated March 2024;
- Special Conditions dated March 2024;
- The Invitation to Bid and Instructions to Bidders dated March 2024;
- Technical Specifications dated March 2024;
- Drawings (as identified by Index of Drawings) dated <u>March 2024</u>;
- Addendum No 1, dated April 15, 2024; and
- Nongovernmental Entity Human Trafficking Affidavit, executed by the Contractor. The Contractor hereby warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

The Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of <u>Eight Hundred Ninety-Nine Thousand Three Hundred Fifteen and 00/100</u> Dollars (\$899,315.00). Total Bid Amount, Base Bid plus Alternates 1 and 2. The prices named in the Bid are for the completed Work and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood

5/06/22 Non-Federal Contract - 1 PB 24-14 Miscellaneous Drainage Repairs – Package 2 Palm Beach International Airport

that the Contractor holds and will maintain current all appropriate certifications and licenses for the purpose of performing the specified Work pursuant to this Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The parties acknowledge and agree that this Contract includes various divisions, sections and conditions that are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents ("Governing Order of Contract Documents"):

- This Contract and any amendments to this Contract;
- 2. The Invitation to Bid and Instructions to Bidders;
- Special Conditions;
- General Conditions;
- Insurance Certificates, Public Construction Bond and Guarantee;
- 6. The Construction Documents; and
- 7. The Contractor's Completed Bid Form and Completed Attachments 1 through 6.

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and comports with the overall intent of this Contract.

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5/06/22 Non-Federal Contract - 2 PB 24-14 Miscellaneous Drainage Repairs - Package 2 Palm Beach International Airport

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and to execute this contract on behalf of itself and its Surety.

ATTEST: JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS Director of Airports
Stacies Rimes (witness signature) Stacies Rimes (witness name printed) (witness signature) Carmen L Guenniero (witness name printed)	CONTRACTOR By: RIO - BAK (Corporate Name) By: (signatory) Mongs King Jacob (print signatory's name) Its' (print title) (Corporate Seal)

5/06/22 Non-Federal

Contract - 3

March 2024

PB 24-14 Miscellaneous Drainage Repairs – Package 2 Palm Beach International Airport Page Intentionally Left Blank

5/06/22 Non-Federal Contract - 4
PB 24-14 Miscellaneous Drainage Repairs - Package 2
Palm Beach International Airport



June 5, 2024

Palm Beach County, Board of County Commissioners c/o Palm Beach County Department of Airports 846 Palm Beach Department of Airports West Palm Beach, FL 33406-1470

RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee

Principal: Rio-Bak Corporation

Project: Miscellaneous Drainage Repairs - Phase 2 PB 24-14

Bond No. 2328891

To Whom It May Concern;

Please be advised that as Surety on the above referenced bond, we hereby authorize the Palm Beach Board of County Commissioners to date the Performance and Payment Bonds, Powers of Attorney for the above captioned project concurrent with the date of the contract agreement.

The Form of Guarantee may be dated the date of Substantial Completion.

Swiss Re Corporate Solutions America Insurance Corporation

Brett A. Ragland

Attorney-In-Fact and Florida Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

BOND NUMBER	2328891
BOND AMOUNT	\$899,315.00
CONTRACT AMOUNT	\$899,315.00
CONTRACTOR'S NAM	ME: Rio-Bak Corporation
CONTRACTOR'S ADD	DRESS: 12773 Forest Hill Blvd, Suite 210, Wellington FL 33414
CONTRACTOR'S PHO	NE: (561)791-9721
SURETY COMPANY:	Swiss Re Corporate Solutions America Insurance Corporation
SURETY'S ADDRESS:	1200 Main Street, Suite 800
	Kansas City, MO 64105
SURETY'S PHONE:	(816)235-3700
OWNER'S NAME:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER'S ADDRESS:	c/o Palm Beach County Department of Airports 846 Palm Beach Department of Airports West Palm Beach, FL 33406-1470
OWNER'S PHONE:	(561) 471-7400
PROJECT NAME:N	Miscellaneous Drainage Repairs - Package 2
PROJECT NUMBER: P	B 24-14
CONTRACT NUMBER	R (to be provided after Contract award):
DESCRIPTION OF WOR	RK: The work involves the repair and replacement of existing drainage facilities at
various locations within the	he property limits of the Palm Beach International Airport. The various locations are
located both within and or	utside the secure area of the airport property.
PROJECT ADDRESS, PO	CN, or LEGAL DESCRIPTION: Palm Beach International Airport
	
5/6/22 PB 24-14 Miscellaneous Dra Palm Beach International Air	

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of <u>Eight Hundred Ninety-Nine Thousand Three Hundred Fifteen and 00/100</u> Dollars (\$899,315.00) Total Bid Amount, Base Bid plus Alternates 1 and 2 for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Miscellaneous Drainage Repairs - Package 2

Project No.: PB 24-14

Project Description: The work involves the repair and replacement of existing drainage facilities at various locations within the property limits of the Palm Beach International Airport. The various locations are located both within and outside the secure area of the airport property.

Project Location: Palm Beach International Airport

in accordance with Drawings and Specifications prepared by

AECOM.

West Palm Beach, FL 33409

Phone: 561-684-3375

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of <u>Miscellaneous</u> <u>Drainage Repairs Package No. 2</u> at <u>Palm Beach International (PBI) Airport Contract No. PB 24-14</u>, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

5/6/22

Public Construction Bond - 2

PB 24-14 Miscellaneous Drainage Repairs – Package 2 Palm Beach International Airport

- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Beach County and not elsewhere.	
Dated:	
MIDL	Rio-Bak Corporation
Witness	Principal (Seai)
	- JAKS
MARK STRCY 50	Thomatking Ir - Vice President
Print Name	Name and Title Printed
Lana 1	Swiss Re Corporate Solutions America Insurance Corporation
Witness	Surety (Seal)
Laura Krajczewski	Brett A. Ragland, Attorney-In-Fact
Print Name	Name and Title Printed

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm

Bond Must Contain Original Signatures. No Copies Will Be Accepted

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Swiss Re Corporate Solutions America Insurance Corporation

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED

(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Rio-Bak Corporation

(Contractor)

(Seal)

y: (Contractor Signature)

(Print Name and Title)

Swiss Re Corporate Solutions America Insurance

Corporation

(Surety)

(Seal)

(barot

(Surety Signature)

Brett A. Ragland, Attorney-In-Fact

(Print Name and Title)

8/27/21

Accepted.

Form of Guarantee - 1

PB 24-14 Miscellaneous Drainage Repairs - Package 2

Guarantee Must Contain Original Signatures. No Copies Will Be

Palm Beach International Airport

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.
"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistance Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached." SEAL By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their
authorized officers
this 10 day of NOVEMBER, 20 22
Swiss Re Corporate Solutions America Insurance Corporation State of Illinois County of Cook Ssiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation
On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.
CHRISTINA MANISCO MOTARY PUBLIC, STATE OF BLIMOS My Commission Enters March 22, 2025 Ity Commission Enters March 22, 2025 Ity Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and
foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies thisday of, 20
Jeff treet
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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8/27/21 Form of Guarantee - 2 PB 24-14 Miscellaneous Drainage Repairs – Package 2 Palm Beach International Airport

Living Wage Certification

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage. Project Name: Miscellaneous Drainage Repairs - Package 2 Project Number: PB 24-14 **RIO-BAK CORPORATION** Contractor: __ 12773 FOREST HILL BLVD, ST 210 Contractor Address: 561-791-9721 Contractor Phone Number: \$899, 315 Contract Amount: PRIME CONTRACTOR Contract for: (Brief Description of Services to be provided: Statement of wage levels for Contractor's employees: Vice Presidet
(Title)
6-11-2024
(Date)

Living Wage Certification

Subcontractor Certification to General Contractor

In accordance with the Palm Beach County Living Wage Ordinance No. 2003-004, the undersigned does hereby declare that it will pay each employee a living wage.

Project Name: Miscellaneous Drainage Repairs – Package 2
Project Number: PB 24-14
Contractor:CONTRACTOR SUPPORT SERVICES, Inc.
Contractor Address: 12773 FOREST HILL BLVD, ST 207
Contractor Phone Number: 561-261-1108
Contract Amount: \$152,830
PROJECT MANAGEMENT Contract for: (Brief Description of Services to be provided):
CONSULTING, QUALITY CONTROL
By: (Signatory)
FRANCISCO RODRIGUEZ
(Signatory name printed)
PRESIDENT
(Title) 6/11/2024

(Date)

CORPORATE CERTIFICATE

P	BC PROJECT NUMBER: PB 24-14	·	DATE: <u>6/</u>	11/24
Th	e undersigned hereby certifies that the follow	wing are true and correct s	statements:	
1.	That he/she is the Secretary of	f the day of gan	, 20 in accorda	ance with the laws of
	RESOLVED , that the Corporation shall ensubdivision of the State of Florida and the			
	FURTHER RESOLVED, that authorized and instructed to execute suc appropriate for the Corporation to fulfill its			orporation, is hereby by be necessary and
2.	That the foregoing resolutions have not be remain in full force and effect as of the dat		escinded, revoked or oth	nerwise changed and
3.	That the Corporation is in good standing un and has qualified, if legally required, to do enter into such Agreement.			
IN	WITNESS WHEREOF, the undersigned	has set his hand and affix	ed the Corporate Seal of	the Corporation the
day	(Signatory) Stace T. R. Mes (Print Signatory's Name) It's Secretary		PORATE SEAL)	
nota	ORN TO (OR AFFIRMED) AND SUBStrization, this _//_day of	, 20 <u>24</u> by the Se	ceretary of the aforesaid tification and who did (d	corporation, who is
	22 24-14 Miscellaneous Drainage Repairs – Packag n Beach International Airport	Corporate Certificate - 1 e 2		March, 2024

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5/6/22 Corporate Certificate - 2 PB 24-14 Miscellaneous Drainage Repairs — Package 2 Palm Beach International Airport

WRITTEN CONSENT OF BOARD OF DIRECTORS WITHOUT MEETING

OF

RIO-BAK CORPORATION

THE UNDERSIGNED, being the Director of RIO-BAK CORPORATION, a corporation existing under the laws of the State of Florida (the "Company"), hereby consents, pursuant to §607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions:

RESOLVED, that the following individuals are hereby authorized to sign any and all checks of Rio-Bak Corporation, any and all contracts on behalf of the corporation, and perform all such duties, as may from time to time be assigned to him or her by the board of directors. F.S.607.0840(3):

Enrique F. Rionda -

President

Thomas T. King, Jr. -

Vice President of Finance, Treasurer

Stacie J. Rimes

Corporate Secretary

David E. Haas

Assistant Secretary

E. M. do

IN WITNESS WHEREOF, the undersigned Director of the Company has executed the foregoing corporate action of the purpose of giving his consent thereto effective as of the 17th day of January, 2020.

Approved: Enrique F. Rionda, President

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of RIO-BAK CORPORATION (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, the day of t

(Notary Seal)

My Comm. Expires May 9, 2027 Bonded through National Notary Assn.

Attachment No. 2

Bid Tabulation/Engineer and OEBO Compliance Form J

PALM BEACH INTERNATIONAL AIRPORT PB 24-14 MISCELLANEOUS DRAINAGE REPAIRS - PACKAGE 2 BASE CONTRACT BID TABULATION SCHEDULE 4/26/2024

				Engineer's Estimate		Engineer's Estimate Rio Bak		Ranger		Hinterland Group	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
			BASE	CONTRAC	TBID						
101-1	MOBILIZATION	LS	1	\$77,800.00	\$77,800.00	\$28,000.00	\$ 28,000.00	\$ 97,700.00	\$ 97,700.00	\$ 45,000.00	\$ 45,000.00
01030	MAINTENANCE OF AIR OPERATIONS TRAFFIC	LS	1	\$62,200.00	\$62,200.00	\$22,000.00	\$ 22,000.00	\$ 123,587.00	\$ 123,587.00	\$ 85,000.00	\$ 85,000.00
01720	PROJECT RECORD DOCUMENTS	LS	1	\$11,000.00	\$11,000.00	\$18,000.00	\$ 18,000.00	\$ 18,740.00	\$ 18,740.00	\$ 6,500.00	\$ 6,500.00
	AREA 11 (EAST CANAL AT TW M/C)										
104-11	FLOATING TURBIDITY BARRIER	LF	180	\$25.00	\$4,500.00	\$20.00	\$ 3,600.00	\$ 24.20	\$ 4,356.00	\$ 25.00	\$ 4,500.00
104-18	INLET PROTECTION SYSTEM	EA	1	\$225.00	\$225.00	\$1,350.00	\$ 1,350.00	\$ 93.80	\$ 93.80	\$ 1,500.00	\$ 1,500.00
120-1	REGULAR EXCAVATION	CY	1,925	\$65.00	\$125,125.00	\$15.00	\$ 28,875.00	\$ 36.60	\$ 70,455.00	\$ 95.00	\$ 182,875.00
530-3-4	RIP RAP - DITCH LINING	TN	2,305	\$210.00	\$484,050.00	\$130.00	\$ 299,650.00	\$ 144.10	\$ 332,150.50	\$ 185.00	\$ 426,425.00
530-74	BEDDING STONE	TN	770	\$190.00	\$146,300.00	\$80.00	\$ 61,600.00	\$ 128.30	\$ 98,791.00	\$ 135.00	\$ 103,950.00
570-1-2	PERFORMANCE TURF, SOD	SY	900	\$6.50	\$5,850.00	\$7.00	\$ 6,300.00	\$ 19.80	\$ 17,820.00	\$ 12.00	\$ 10,800.00
						TOTAL	\$469,375.00	TOTAL	\$763,693.30	TOTAL	\$866,550.00
				SUBMITTED	\$469,375.00	SUBMITTED	\$763,693.30	SUBMITTED	\$866,550.00		
						DIFFERENCE	\$0.00	DIFFERENCE	\$0.00	DIFFERENCE	\$0.00

PALM BEACH INTERNATIONAL AIRPORT PB 24-14 MISCELLANEOUS DRAINAGE REPAIRS - PACKAGE 2 ADDITIVE CONTRACT BID 1 TABULATION SCHEDULE 4/26/2024

	Engineer's Estimate Rio Bak		Ra	nger	Hinterland Group						
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
			ADDITIVE	CONTRACT	BID No. 1						
101-1	MOBILIZATION	LS	1	\$ 27,700.00	\$27,700.00	\$ 10,000.00	\$ 10,000.00	\$ 50,280.00	\$ 50,280.00	\$ 35,000.00	\$ 35,000.00
1030	MAINTENANCE OF AIR OPERATIONS TRAFFIC	LS	1	\$ 28,000.00	\$28,000.00	\$ 30,000.00	\$ 30,000.00	\$ 53,025.00	\$ 53,025.00	\$ 30,000.00	\$ 30,000.00
1720	PROJECT RECORD DOCUMENTS	LS	1	\$ 6,000.00	\$6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,240.00	\$ 6,240.00	\$ 8,000.00	\$ 8,000.00
	AREA 4 (NETJETS)										
104-11	FLOATING TURBIDITY BARRIER	LF	120	\$ 25.00	\$3,000.00	\$ 20.00	\$ 2,400.00	\$ 21.83	\$ 2,619.60	\$ 25.00	\$ 3,000.00
120-1	REGULAR EXCAVATION	CY	75	\$ 65.00	\$4,875.00	\$ 100.00	\$ 7,500.00	\$ 81.00	\$ 6,075.00	\$ 125.00	\$ 9,375.00
120-6	EMBANKMENT (BACKFILL)	CY	50	\$ 60.00	\$3,000.00	\$ 100.00	\$ 5,000.00	\$ 200.00	\$ 10,000.00	\$ 165.00	\$ 8,250.00
530-3-4	RIP RAP - DITCH LINING	TN	37	\$ 210.00	\$7,770.00	\$ 275.00	\$ 10,175.00	\$ 144.10	\$ 5,331.70	\$ 250.00	\$ 9,250.00
530-74	BEDDING STONE	TN	13	\$ 190.00	\$2,470.00	\$ 275.00	\$ 3,575.00	\$ 247.00	\$ 3,211.00	\$ 220.00	\$ 2,860.00
920-530-4	FABRIC FORMED FILTERPOINT REVETMENT	SY	270	\$ 350.00	\$94,500.00	\$ 100.00	\$ 27,000.00	\$ 147.05	\$ 39,703.50	\$ 425.00	\$ 114,750.00
	AREA 5B (WEST CANAL SOUTH)										
104-11	FLOATING TURBIDITY BARRIER	LF	65	\$ 25.00	\$1,625.00	\$ 20.00	\$ 1,300.00	\$ 27.61	\$ 1,794.65	\$ 40.00	\$ 2,600.00
110-4-11	REMOVAL OF EXISTING SAND CEMENT HEADWALL	LF	120	\$ 40.00	\$4,800.00	\$ 100.00	\$ 12,000.00	\$ 67.50	\$ 8,100.00	\$ 400.00	\$ 48,000.00
120-1	REGULAR EXCAVATION	CY	310	\$ 65.00	\$20,150.00	\$ 30.00	\$ 9,300.00	\$ 43.80	\$ 13,578.00	\$ 115.00	\$ 35,650.00
530-3-4	RIP RAP - DITCH LINING	TN	300	\$ 210.00	\$63,000.00	\$ 250.00	\$ 75,000.00	\$ 144.10	\$ 43,230.00	\$ 250.00	\$ 75,000.00
530-74	BEDDING STONE	TN	100	\$ 190.00	\$19,000.00	\$ 260.00	\$ 26,000.00	\$ 156.00	\$ 15,600.00	\$ 220.00	\$ 22,000.00
530-1-100	SAND-CEMENT WALL	LF	110	\$ 400.00	\$44,000.00	\$ 350.00	\$ 38,500.00	\$ 264.70	\$ 29,117.00	\$ 850.00	\$ 93,500.00
570-1-2	PERFORMANCE TURF, SOD	SY	375	\$ 6.50	\$2,437.50	\$ 7.00	\$ 2,625.00	\$ 27.54	\$ 10,327.50	\$ 12.00	\$ 4,500.00
	· · · · · · · · · · · · · · · · · · ·			TOTAL	\$332,327.50	TOTAL	\$275,375.00	TOTAL	\$298,232.95	TOTAL	\$501,735.00
						SUBMITTED	\$275,375.00	SUBMITTED	\$298,232.95	SUBMITTED	\$501,735.00
1						DIFFERENCE	\$0.00	DIFFERENCE	\$0.00	DIFFERENCE	\$0.00

PALM BEACH INTERNATIONAL AIRPORT PB 24-14 MISCELLANEOUS DRAINAGE REPAIRS - PACKAGE 2 ADDITIVE CONTACT BID 2 TABULATION SCHEDULE 4/26/2024

4/26/2024									Water St.			
				Engineer's Estimate Rio Bak					nger	The second secon	and Group	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	_		ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
			ADDITIVE	CON	ITRACT	BID No. 2						
101-1	MOBILIZATION	LS	1	\$	10,200.00	\$10,200.00	\$ 10,000.00	\$ 10,000.00	\$ 38,650.00	\$ 38,650.00	\$ 50,000.00	\$ 50,000.00
1030	MAINTENANCE OF AIR OPERATIONS TRAFFIC	LS	1	\$	10,200.00	\$10,200.00	\$ 6,000.00	\$ 6,000.00	\$ 29,715.00	\$ 29,715.00	\$ 60,000.00	\$ 60,000.00
1720	PROJECT RECORD DOCUMENTS	LS	1	\$	10,000.00	\$10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,738.00	\$ 18,738.00	\$ 25,000.00	\$ 25,000.00
	AREA 1 (EAST HEADWALL - LANDSLIDE)											
104-11	FLOATING TURBIDITY BARRIER	LF	50	\$	25.00	\$1,250.00	\$ 20.00	\$ 1,000.00	\$ 31.40	\$ 1,570.00	\$ 50.00	\$ 2,500.00
120-1	REGULAR EXCAVATION	CY	16	\$	65.00	\$1,040.00	\$ 260.00	\$ 4,160.00	\$ 166.50	\$ 2,664.00	\$ 115.00	\$ 1,840.00
570-1-2	PERFORMANCE TURF, SOD	SY	60	\$	10.00	\$600.00	\$ 33.00	\$ 1,980.00	\$ 52.55	\$ 3,153.00	\$ 12.00	\$ 720.00
530-3-4	RIP RAP - DITCH LINING	TN	17	\$	225,00	\$3,825.00	\$ 400.00	\$ 6,800.00	\$ 144.10	\$ 2,449.70	\$ 250.00	\$ 4,250.00
530-74	BEDDING STONE	TN	6	\$	200.00	\$1,200.00	\$ 600.00	\$ 3,600.00	\$ 456.00	\$ 2,736.00	\$ 300.00	\$ 1,800.00
	AREA 2 (EAST POND)											
104-11	FLOATING TURBIDITY BARRIER	LF	130	\$	25.00	\$3,250.00	\$ 20.00	\$ 2,600.00	\$ 21.32	\$ 2,771.60	\$ 40.00	\$ 5,200.00
10-4-12	REMOVAL OF EXISTING MITERED END SECTION	EA	1	\$	1,500.00	\$1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 18,000.00	\$ 18,000.00
120-1	REGULAR EXCAVATION	CY	25	\$	65.00	\$1,625.00	\$ 200.00	\$ 5,000.00	\$ 100.43	\$ 2,510.75	\$ 115.00	\$ 2,875.00
120-6	EMBANKMENT (BACKFILL)	CY	80	\$	50.00	\$4,000.00	\$ 100.00	\$ 8,000.00	\$ 39.00	\$ 3,120.00	\$ 165.00	\$ 13,200.00
570-1-2	PERFORMANCE TURF, SOD	SY	130	\$	10.00	\$1,300.00	\$ 35.00	\$ 4,550.00	\$ 45.30	\$ 5,889.00	\$ 12.00	\$ 1,560.00
430-982-125	MITERED END SECTION, 18"	EA	1	\$	3,500.00	\$3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 3,575.00	\$ 3,575.00	\$ 25,000.00	\$ 25,000.00
130-174-118	PIPE CULVERT, 18" RCP	LF	8	\$	225.00	\$1,800.00	\$ 600.00	\$ 4,800.00	\$ 450.00	\$ 3,600.00	\$ 3,200.00	\$ 25,600.00
	AREA 3 (EAST PUMP STATION)											
104-11	FLOATING TURBIDITY BARRIER	LF	130	\$	25.00	\$3,250.00	\$ 20.00	\$ 2,600.00	\$ 21.32	\$ 2,771.60	\$ 40.00	\$ 5,200.00
110-4-10	REMOVAL OF EXISTING CONCRETE REVETMENT	SY	95	\$	75.00	\$7,125.00	\$ 150.00	\$ 14,250.00	\$ 32.45	\$ 3,082.75	\$ 350.00	\$ 33,250.00
120-1	REGULAR EXCAVATION	CY	50	\$	65.00	\$3,250.00	\$ 100.00	\$ 5,000.00	\$ 64.00	\$ 3,200.00	\$ 115.00	\$ 5,750.00
120-6	EMBANKMENT (BACKFILL)	CY	50	\$	50.00	\$2,500.00	\$ 100.00	\$ 5,000.00	\$ 125.00	\$ 6,250.00	\$ 165.00	\$ 8,250.00
920-530-4	FABRIC FORMED FILTERPOINT REVETMENT	SY	100	\$	350.00	\$35,000.00	\$ 100.00	\$ 10,000.00	\$ 127.60	\$ 12,760.00	\$ 425.00	\$ 42,500.00
570-1-2	PERFORMANCE TURF, SOD	SY	100	\$	10.00	\$1,000.00	\$ 25.00	\$ 2,500.00	\$ 54.40	\$ 5,440.00	\$ 12.00	\$ 1,200.00
	AREA 10 (EAST PUMP STATION)											
120-1	REGULAR EXCAVATION	CY	35	\$	65.00	\$2,275.00	\$ 135.00	\$ 4,725.00	\$ 85.15	\$ 2,980.25	\$ 115.00	\$ 4,025,00
530-3-4	RIP RAP - DITCH LINING	TN	40	\$	225.00	\$9,000.00	\$ 500.00	\$ 20,000.00	\$ 144.10	\$ 5,764.00	\$ 250.00	\$ 10,000.00
530-74	BEDDING STONE	TN	15	\$	200.00	\$3,000.00	\$ 500.00	\$ 7,500.00		\$ 3,453.00	\$ 300.00	\$ 4,500.00
			S		TOTAL	\$121,690.00	TOTAL	\$154,565.00	TOTAL	\$168,843.65	TOTAL	\$352,220.00
							SUBMITTED	\$154,565.00	SUBMITTED	\$168,843.65	SUBMITTED	\$352,220.00
							DIFFERENCE	\$0.00	DIFFERENCE	\$0.00	DIFFERENCE	\$0.00

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PALM BEACH INTERNATIONAL AIRPORT PB 24-14 MISCELLANEOUS DRAINAGE REPAIRS TOTAL BID TABULATION SCHEDULE

NOVAME FOUR	4/26/2024						
CONTRACT BID TOTALS							
	Engineer's Estimate	Rio Bak	Ranger	Hinterland Group			
BASE CONTRACT BID	\$917,050.00	\$469,375.00	\$763,693.30	\$866,550.00			
ADDITIVE CONTRACT BID No.1	\$332,327.50	\$275,375.00	\$298,232.95	\$501,735.00			
ADDITIVE CONTRACT BID No.2	\$121,690.00	\$154,565.00	\$168,843.65	\$352,220.00			
TOTAL BID PRICE	\$1,371,067.50	\$899,315.00	\$1,230,769.90	\$1,720,505.00			

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: 04/26/2024	PROJECT MANAGER:
PROJECT#: PB 24-14	PROJECT NAME: Miscellaneous Drainage Repairs (Pkg. 2)
USER DEPARTMENT: Airports	SOLICITATION OPENING DATE: 04/25/2024
OEBO ESTABLISHED API: SBE Subcontracting (Minim	um Mandatory of 15%, of which 10% is for African/Hispanic Americans - AA/HA)

SOLICITATION EVALUATION INFORMATION

RESPONDENTS	PRIME IS A CERTIFIED S/M/WBE	PRIME IS RESPONSIVE TO API	SBE %	MBE %
Hinterland Group, Inc	(2)	(1)	15.58%	15.58%
Ranger Construction Industries	(2)	(1)	28.06%	26.89%
Rio-Bak Corporation	(2)	(1)	16.937%	16.937%
	()	()	%	
×	()	()	%	
	()	()	%	
	()	()	%	

KEYS FOR DETERMINATIONS: (NOTED N THE SOLICITATION EVALUATION INFORMATION TABLE)

(1)	Y	E	S
١.	,	•	_	·

(2) NO (3) N/A

EVALUATION NOTES: See Page 2 (attached) for ac	dditional comments.	
Evaluated by:		
Terry Newton		
Signature:	Date: 05/01/2024	
Reviewed by: Allen Gray		
Signature: Allen Any	Date: 5.7.2024	

Project PB 24-14 Evaluation - Base Bid (pending approval).docx

	Certification Status	Expiration Date	Bid Amount/P	Price/Percent:	
Prime Respondent: Hinterland Group Inc	Non-SBE		Base Bid \$866,550.00 (84.42%)		
Subcontractor/Sub consultant Name			S/M/WBE Participation	Supplier	
N & P Construction and Development, Inc	MBE - HI	10/24/2024	15.579% \$135,000		
	TOTAL SBE PA	ARTICIPATION:	15.58%		
	TOTAL MBE F	PARTICIPATION:	15.58%		

Evaluation Comments: Hinterland Group Inc (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Perc Base Bid \$763, 693.30 (71.94%)	
Prime Respondent: Ranger Construction Industries, Inc	Non-SBE	NA		
Subcontractor/Sub consultant Name	Programme and the second		S/M/WBE Participation	Supplier
Treecycle Land Cleaning Inc	SBE	1/28/2027	0.292% \$2,235	
Pacifica Engineering Services LLC	MBE - AA	10/24/2024	0.589% \$4,500	
Falcon Contracting Inc	MBE - HI	05/07/2027	26.30% \$200,878.5	
Agricultural Land Services Inc	WBE	11/03/2025	0.883% \$6750	
	TOTAL SBE PAR	TICIPATION:	28.06%	
	TOTAL MBE PAI	RTICIPATION:	26.89%	

Evaluation Comments: Ranger Construction Industries, Inc (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Percent	
Prime Respondent: Rio-Bak Corporation	Non-SBE		Base Bid \$469,375.00 (83.062%)	
Subcontractor/Sub consultant Name			S/M/WBE Participation	Supplier
Contractor Support Services, Inc	MBE - HI	6/4/2026	16.937% \$79,500	
	TOTAL SBE PA	ARTICIPATION	: 16.937%	
	TOTAL MBE P	PARTICIPATION	N: 16.937%	

Evaluation Comments: Rio-Bak Corporation (Responsive)

Signatory Information



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation RIO-BAK CORPORATION

Filing Information

Document Number

V34646

FEI/EIN Number

65-0330616

Date Filed

05/05/1992

State

FL

Status

ACTIVE

Last Event

AMENDMENT

Event Date Filed

06/10/1992

Event Effective Date

NONE

Principal Address

12773 W. FOREST HILL BLVD.

SUITE 210

WELLINGTON, FL 33414

Changed: 02/26/1993

Mailing Address

12773 W. FOREST HILL BLVD.

SUITE 210

WELLINGTON, FL 33414

Changed: 02/06/2014

Registered Agent Name & Address

KING, THOMAS T, Jr.

12773 W FOREST HILL BLVD

SUITE 210

WELLINGTON, FL 33414

Name Changed: 01/07/2022

Address Changed: 03/24/1997

Officer/Director Detail
Name & Address

Title AS

HAAS, DAVID E 12780 56TH PLACE NORTH ROYAL PALM BEACH, FL 33411

Title S

RIMES, STACIE J 240 ROYAL PALM WAY BELLE GLADE, FL 33430

Title VP,T

KING, JR., THOMAS T 1642 DORCHESTER PL WELLINGTON, FL 33414

Title President

Rionda, Enrique F 12773 W. FOREST HILL BLVD. SUITE 210 WELLINGTON, FL 33414

Annual Reports

Report Year	Filed Date				
2022	01/07/2022				
2023	01/20/2023				
2024	01/22/2024				

Document Images

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05/11/1998 ANNUAL REPORT	View image in PDF format
03/24/1997 ANNUAL REPORT	View image in PDF format
01/29/1996 ANNUAL REPORT	View image in PDF format

Certificate of Insurance



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy#	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002889	Rio-Bak Corporation	Modified	Compliant					PB 24-14	Miscellaneous Drainage Repairs - Package 2
		Ap , XV	Liberty Mutual Fire Insurance Company	AS7Z91454780024	6/30/2024	6/30/2025	Auto Liability		
		Ar, XV	Liberty Insurance Corporation	TH7Z91454780044	6/30/2024	6/30/2025	Excess Liability		
		Ap , XV	Liberty Mutual Fire Insurance Company	TB7Z91454780014	6/30/2024	6/30/2025	General Liability		
		A,XI	FCCI Insurance Company	CM10008583401	6/30/2024	6/30/2025	Installation Floater		
		NR-1,	Underwriters at Lloyd's, London	CPL00200001	6/30/2024	6/30/2025	Pollution Liability		
		A,XI	FCCI Insurance Company	WC010008685300	9/11/2023	9/11/2024	Workers Comp		

Risk Profile:

Standard - General Services-AOA

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity: